

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
PRIORITY MAIL CONTRACT 609 (MC2020-121)  
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2020-129

**USPS NOTICE OF AMENDMENT TO  
PRIORITY MAIL CONTRACT 609, FILED UNDER SEAL**  
(March 29, 2022)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 609, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 609 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one business day following the day that the Commission completes its review of this filing.

The Postal Service is also filing supporting financial documentation and a certified statement as required by 39 C.F.R. § 3015.5. The certified statement required by 39 C.F.R. § 3015.5(c)(2) is provided in Attachment B. A redacted version of the supporting financial documentation is included with this filing as a separate Excel file. The Postal Service's original application for non-public treatment in this docket is hereby incorporated by reference for the protection of these materials.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:



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March 29, 2022

**ATTACHMENT A**

**REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 609**

**AMENDMENT #1**  
**OF**  
**SHIPPING SERVICES CONTRACT**  
**BETWEEN**  
**THE UNITED STATES POSTAL SERVICE**  
**AND**  
  
**REGARDING**  
**PRIORITY MAIL SERVICE**

WHEREAS, the United States Postal Service (the “Postal Service”) and   
 (collectively “Customer”), entered into a Shipping Services Contract, Priority Mail Contract 609/Docket No. CP2020-129, regarding Priority Mail on April 13, 2020 (the “Contract”).

WHEREAS, the Parties desire to amend the terms of the Contract by adding new Section I.N, and amending Section IV of the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective one (1) business day following the day on which the Commission issues all necessary regulatory approval.

- I.** Section I (Terms) of the Contract is hereby amended by adding a new subsection N as follows:

“N. Nonstandard Length, Nonstandard Volume and Dimension Noncompliance Fees.

1. Nonstandard Length and Cubic Volume Fees. On the latter of April 3, 2022 or the effective date of this Amendment, the following custom nonstandard fees will be charged on all eligible Priority Mail packages tendered by Customer to the Postal Service under this Contract, pursuant to Table G below.



2. Non-manifesting of large packages. On the latter of April 3, 2022 or the effective date of this Amendment, with respect to Priority Mail packages having

either a length measurement exceeding [REDACTED]

[REDACTED]

The surcharge for manifesting noncompliance shall be calculated within 30 days following the end of each Contract Quarter, and be payable by Customer to Postal Service as a lump sum payment 30 days following mutual agreement of the amount owed.

3. Priority Mail packages originating from and/or addressed to the ZIP Codes in [REDACTED] excluding those ZIP Codes beginning with [REDACTED]

4. The surcharges or fees contemplated in this Section I.N shall not be considered the “most recent price change” for the purposes of the Annual Adjustment provision in Section I.J.

5. Except as stated in subsections N.1 and N.2 above, Customer’s Contract Packages [REDACTED]

6. [REDACTED]

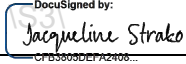
”

**II. Appeals.** Section IV (Appeals) of the Contract is hereby amended and replaced in its entirety as follows:

“IV. Appeals. Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to: [REDACTED]. The appeal is forwarded to the Pricing and Classification Service Center (PCSC). Customer does not waive any appeal rights provided by federal law or Postal Service regulations. The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision. The foregoing appeal process applies only to the issues identified above that arise from implementation of this Contract.”

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by:  \_\_\_\_\_  
CPD38093CEFA2406...

Printed Name: Jacqueline Strako

Title: Chief Commerce & Business Solutions Officer and Executive Vice President

Date:  March 22, 2022

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**ATTACHMENT B**  
**SIGNED CERTIFICATION**

## **Certification of Prices for Amendment to Priority Mail Contract 609**

I, Lisa H. Arcari, Director, Domestic Package Pricing, Finance Department, am familiar with the prices and terms for the amendment to Priority Mail Contract 609. The amended prices and terms contained in this Contract were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates (Governors' Decision No. 19-1).

I hereby certify, based on the financial analysis provided herewith, that the amended prices are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). They are expected to cover attributable costs. There should therefore be no subsidization of competitive products by market dominant products. The amended contract should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

**Lisa  
Arcari**

Digitally signed  
by Lisa Arcari  
Date: 2022.03.29  
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Lisa H. Arcari